

WHEN RECORDED MAIL TO: Community Bank, 475 East Commerce Street, Hernando, MS 38632, Tel. (662) 429-8484

SEND TAX NOTICES TO: Community Bank, 475 East Commerce Street, Hernando, MS 38632, Tel. (662) 429-8484

This Modification of Deed of Trust prepared by: Lynne Kenna, Community Bank, North Mississippi, 475 E. Commerce Street, Hernando, MS 38632, (662) 429-8484

INDEXING INSTRUCTIONS: Lot 333, Phase 8, Forest Hill Community PUD, situated in Sec. 8, T2S, R5W, DeSoto County, MS.

FOR RECORDER'S USE ONLY



MODIFICATION OF DEED OF TRUST

GRANTOR: Gary Cail, 13207 Willow Nest Dr., Olive Branch, MS 38654-0000, Tel. (901) 605-0742; and Stacy Cail, 13207 Willow Nest Dr., Olive Branch, MS 38654-0000, Tel. (901) 605-0742

LENDER / BENEFICIARY: Community Bank, North Mississippi, Southaven Office, 475 E. Commerce Street, Hernando, MS 38632, Tel. (662) 429-8484

THIS MODIFICATION OF DEED OF TRUST dated July 27, 2012, is made and executed between Gary Cail and Stacy Cail, whose address is 13207 Willow Nest Dr., Olive Branch, MS 38654-0000 ("Grantor") and Community Bank, North Mississippi.

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated March 30, 2009 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 6619258

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recorded April 2, 2009, DeSoto County Chancery Clerk in Book 3,012, Page 563 and Modification Deed of Trust dated February 14, 2011, recorded February 22, 2011, DeSoto County Chancery Clerk in Book 3,275, Page 363.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DeSoto County, State of Mississippi:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 13207 Willow Nest Dr., Olive Branch, MS 38654-0000.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

To extend maturity date to July 25, 2013, add cross-collateralization clause and add Stacy Cail as grantor.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification, but also to all such subsequent actions.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become otherwise unenforceable. (Initial Here

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JULY 27, 2012.

Loan No: 6619258	MODIFICATION OF DEED OF TRUST (Continued)	Page 3
GRANTOR:		
X Gary Cail		
x Stacy Cail	ul	
LENDER:		
COMMUNITY BANK, NO. X Authorized Officer	BTH MISSISSIPPI	
	INDIVIDUAL ACKNOWLEDGMENT	
STATE OF MISSIS		
COUNTY OF DESCRI) ss)	
named Gary Cail and Star and foregoing Modification	re me, the undersigned authority in and for the said County at of, 20 12 , within my jurisce Cail, who acknowledged that they signed, executed and do not for the purposes mentioned on the day and year therein me	liction, the within elivered the above
My Commission Expires: 5-15-14	CARY OF MISS.	

MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 6619258	(Continued)	Page 4
	LENDER ACKNOWLEDGMENT	
STATE OF MISSISSI PP))) SS)	
named <u>Gimon</u> glay of -	the undersigned authority in and for the said Commission Expires May 15, 2014.	ny jurisdiction, the within the first of the second

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Attached to and forming part of Modification Deed of Trust dated 7/27/12 in the name of Gary Cail and Stacy Cail

Exhibit "A"

LOT 333, PHASE 8, FOREST HILL COMMUNITY PUD, SITUATED IN SECTION 8, TOWNSHIP 2 SOUTH, RANGE 5 WEST, DESOTO COUNTY. MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 96, PAGE 14, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

Signed for identification:

Stacy Cail